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ORIGINAL

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

CV'07 - 708 AS

BERKELEY LAW & TECHNOLOGY
GROUP, LLP, an Oregon limited liability
partnership,

Plaintiff,

v.

THOMAS A. DOUGHERTY, a Colorado
resident,

Defendant.

No. _____

COMPLAINT

(Contractual Indemnification, Declaratory
Judgment)

**JURY TRIAL DEMANDED (ON LEGAL
CLAIMS)**

COMES NOW, plaintiff Berkeley Law and Technology Group, LLP ("BLTG") to allege
this Complaint against defendant Thomas A. Dougherty ("Defendant").

PARTIES

1. BLTG is an Oregon limited liability partnership with its principal place of
business in Beaverton, Oregon.
2. Upon information and belief, Thomas A. Dougherty is an individual residing in
Colorado. Defendant is a member of the Oregon State Bar (OSB# 01246).

1- COMPLAINT

57391-0002/LEGAL13233059.1

15500

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JURISDICTION AND VENUE

3. This Court has diversity jurisdiction under 28 U.S.C. § 1332(a)(1) because there is complete diversity between the parties and the amount in controversy exceeds \$75,000.

4. This Court has personal jurisdiction over Defendant because, on information and belief, Defendant has engaged in acts or omissions within this State causing injury, or has otherwise made or established contacts with this State sufficient to permit the exercise of personal jurisdiction.

5. This District is a proper venue pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events or omissions giving rise to BLTG's claims occurred in this District.

FACTUAL ALLEGATIONS

6. BLTG is a law firm specializing in intellectual property with particular emphasis on patent strategy, analysis, preparation, and prosecution. The former Director of Patents at Intel Corporation founded BLTG in Beaverton in 2003, and it has since developed into a premier intellectual property firm that represents clients located around the country before the U.S. Patent and Trademark Office.

7. On or about January 24, 2006, BLTG and Defendant entered into a contract ("Agreement") pursuant to which Defendant provided legal services on behalf of BLTG to its clients. Both BLTG and Defendant acknowledged the validity of the Agreement and its offer, acceptance, and consideration. Defendant terminated the Agreement on or about June 8, 2006.

8. The Agreement obligates Defendant to indemnify BLTG from loss, damage, and expenses related in any way to the services provided by Defendant to BLTG under the Agreement, providing in relevant part:

8.1 To the extent permitted by applicable law, Contractor shall indemnify and hold the Firm, its partners, members, shareholders, employees, groups, affiliates and agents, harmless from and against any and all claims, demands, loss, damage or expense related in any way to the services provided by Contractor to the Firm under this Agreement[.]

9. At least two of BLTG's significant clients complained about the quality and timeliness of the legal services Defendant performed on behalf of BLTG. As a result of these complaints, BLTG was unable to collect payment for much of Defendant's legal services. In addition, complaints about Defendant's legal services caused at least one client to no longer send BLTG any legal work, and caused at least one other of BLTG's clients to significantly reduce the amount of work for which it engaged BLTG.

10. Defendant claims that BLTG owes him monies under the Agreement.

FIRST CLAIM FOR RELIEF
(CONTRACTUAL INDEMNIFICATION)

11. BLTG realleges and incorporates by reference the allegations contained in paragraphs 1 through 9 above.

12. Section 8 of the Agreement obligates Defendant to indemnify BLTG against any and all loss, damages, and expenses related to Defendant's legal services.

13. Defendant's legal services have caused BLTG to suffer loss, damages, and expenses, for which Defendant is required to indemnify BLTG.

14. As a result of Defendant's breach of the Agreement, BLTG suffered damages in an amount to be proven at trial and which exceeds \$75,000, not including costs and attorney fees. The Agreement also obliges Defendant to indemnify BLTG for the costs and expenses of this litigation, including but not limited to BLTG's attorney fees.

SECOND CLAIM FOR RELIEF
(DECLARATORY JUDGMENT)

15. BLTG realleges and incorporates by reference the allegations contained in paragraphs 1 through 10 above.

16. An actual and present dispute exists between BLTG and Defendant regarding whether BLTG owes Defendant monies under the Agreement. This dispute requires conclusive judicial determination because BLTG and Defendant have genuine and opposing interests that are direct and substantial.

17. The uncertainty surrounding this dispute warrants a declaratory judgment that BLTG does not owe the Defendant any monies under the Agreements.

PRAYER FOR RELIEF

WHEREFORE, BLTG prays for relief as follows:


- 1) Damages in amount to be proven at trial, but in no event less than \$75,000;
- 2) A Declaration that BLTG does not owe Defendant any monies;
- 3) An award of the attorney's fees, costs, and expenses that BLTG incurs in prosecuting this action as provided by the Agreement;
- 4) Pre- and post-judgment interest; and
- 5) Such other relief as the Court deems just and proper.

JURY TRIAL DEMAND

Plaintiff respectfully demands a trial by jury on all claims and issues so triable.

DATED: May 14, 2007

PERKINS COIE LLP

By: 

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